

REMARKS

By this amendment, Claims 1 and 36 have been amended. No claims have been amended, added, or cancelled. Hence, Claims 1-70 are pending in the application.

FILED IDS HAVE NOT BEEN ACKNOWLEDGED

The Applicants have filed Information Disclosure Statements (individually a “IDS”) on September 17, 2003, October 27, 2004, November 9, 2004, February 4, 2005, and May 12, 2005 (collectively the “unacknowledged IDSs”). However, the Applicants have not yet received an initialed form PTO-1449 acknowledging the receipt and consideration of the unacknowledged IDSs. Consequently, the Applicants respectfully request an initialed form PTO-1449 acknowledging the receipt and consideration of the unacknowledged IDSs.

SUMMARY OF THE REJECTIONS

Claims 1-6, 17-21, 33-34, 36-41, 52-56, and 68-69 were rejected under 35 U.S.C. § 102(e) as allegedly being unpatentable over U.S. Patent No. 6,345,278 issued to Hitchcock et al. (“*Hitchcock*”). Claims 7-16, 25, 27-32, 42-51, 60, and 62 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over *Hitchcock* in view of U.S. Patent Application Number 2001/0011274 A1 by Klug et al. (“*Klug*”).

The rejections are respectfully traversed.

CLAIM 1 IS PATENTABLE OVER THE CITED ART

Claim 1 features the elements of:

“a first party managing one or more database systems;
a plurality of second parties subscribing to database services supported by the
one or more database systems managed by the first party, wherein the

database services include services for storing and managing data provided by the second parties; and
providing, over the network, to database applications controlled by the second parties, access to the database services to which the second parties are subscribed,
wherein the database applications, controlled by the second parties, interact with the database systems managed by the first party by sending, from the second parties, to the database systems, over the network, database commands that conform to the database language supported by the database system,
wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems, and
where the second parties control the source code of the database applications that the second parties use to send database commands to the database systems managed by the first parties.” (emphasis added)

At least the above-underlined features of Claim 1 are not disclosed, taught, or suggested by *Hitchcock*.

Claim 1 is directed towards provisioning databases for users on network. In the approach of Claim 1, a first party manages one or more database systems. **A plurality of second parties subscribe to database services** supported by the one or more database systems being managed by the first party. **The database services include services for storing and managing data provided by the second parties.** Database applications controlled by the second parties are provided access to the database services to which the second parties are subscribed. **The database applications interact with the database systems** managed by the first party **by sending, to the database systems, database commands** that conform to the database language supported by the database system. **When the database commands are executed by the first party, the second parties may manipulate data objects stored within at least one of the one or more database systems.** Significantly, such an approach allows the second parties to avoid the cost and frustration of managing and maintaining a database system, while still providing to the second parties the ability to store data in a database system managed

by the first party, and to manipulate data objects stored within a database system managed by the first party.

On the other hand, *Hitchcock* is directed towards providing a universal forms engine, accessed by a web browser, which allows data to be shared between customizable on-line forms, such as college admissions applications. After a college applicant completes an application, the data is saved in a database. The data may be automatically populated in fields of subsequent application forms (Abstract; Col. 3, line 55 – Col. 4, line 12). A different party (namely the third party application servicer 24) than the college applicants and the institutions maintains the database, but the third party application servicer 24 provides, to the college applicants and the institutions, access to the information stored in the database through the universal forms engine.

The forms engine of *Hitchcock* is accessed by a web browser (See Col. 16, lines 49-50; Col. 4, lines 66-67; Col. 6, lines 40-43). *Hitchcock* teaches that the forms engine converts the application information into a format compatible with the institution's internal databases and delivers the information to the institution's database (Col. 7, lines 13-16). *Hitchcock* further teaches that a contact person of an institution may use administrative utilities on the forms engine to upload data (Col. 21, lines 6-12). Thus, *Hitchcock* teaches that the institution computers (28 on FIG. 1) communicate with server 16 and the secure data storage 26 over the World Wide Web (WWW) (See Col. 3, lines 55-Col. 4, line 12). Importantly, there is no suggestion in *Hitchcock* that the institutions interact with secure data storage 26 **using database applications controlled by the institutions**. As a result, numerous elements of Claim 1 are not disclosed, taught, or suggested by *Hitchcock*. In fact, because the institutions use a web browser, it is implicit that the forms engine resides on the server-side of the communication. The fact that the forms engine is not controlled by the institution is further

supported by FIG. 15, and the fact that the forms engine is preferably implemented as a CGI program (See Col. 5, lines 53 to 55).

For example, Claim 1 features the element of “wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems.” The Office Action provided no explanation as to why this element of Claim 1 is shown by *Hitchcock*. As mentioned above, the database application of *Hitchcock* is not controlled by the institutions. The software that is controlled by the institutions (the web browser) does not send database commands to a database server. As a result, there are no reasons on the record as to why *Hitchcock* allegedly teaches this element. Further, it is noted that *Hitchcock* teaches away from this element by requiring that the institutions operating institution computers 28 interact with secure data storage 26 via a web browser. Thus, the institutions cannot themselves submit database commands, to a database system maintained by the third party application servicer 24, to manipulate data objects stored within the database system. As a result, it is respectfully submitted that this element is not disclosed, taught, or suggested by *Hitchcock*.

Further, Claim 1 features the element of “providing, over a network, to database applications controlled by the second parties, access to the database services to which the second parties are subscribed.” As explained above, *Hitchcock* teaches away from this element by requiring that the institutions operating institution computers 28 interact with secure data storage 26 via a web browser. The portion of *Hitchcock* cited to show this element (Institutions’ database at Col. 7, line 16; Col. 4, line 64 to Col. 5, line 12; Col. 6, line 65 to Col. 7, line 17) merely discusses (a) institutions have their own database separate from secure data storage 26, (b) applicants use a web browser to upload information to the secure data storage

26, and, (c) sending information from the application database 62, maintained by the third party application servicer 24, to an institution database maintained by an institution.

However, nothing in this portion suggests that the institutions use a database application to access data in secure data storage 26. In sharp contrast, this portion clearly teaches away from this element by the teaching that the forms engine converts information stored in the application database 62 into a form compatible with the institutions database, and thereafter delivers the converted information to the institution database maintained by the institutions. The institutions cannot directly access the secure data storage 26 (perhaps why *Hitchcock* termed it the “secure” data storage 26). Indeed, the forms engine, which *Hitchcock* teaches is accessed by entering a URL in a web browser (Col. 16, lines 49-50), maintains permission information to restrict the access of people (“institution workers”) within the institution (Col. 12, lines 48-67). Thus, the institution workers do not use database applications to access the secure data storage 26, but rather, the institution workers access information stored in the secure data storage 26 using a web browser that interacts with the forms engine in accordance with the permissions granted to the institution workers by the third party application servicer 24. Consequently, this element is also not disclosed, taught, or suggested by *Hitchcock*.

Moreover, Claim 1 features the element of “wherein the database applications, controlled by the second parties, interact with the database systems managed by the first party by sending, to the database systems, database commands that conform to the database language supported by the database system.” In sharp contrast to the requirements of this element, the institutions do not access secure data storage 26 using database applications, but instead, access data maintained by the secure data storage 26 through the forms engine which is accessed using a web browser. As a result, a institution computer 28 does not send, to a database system, database commands that conform to the database language supported by the database system;

instead, an institution worker uses a web browser to cause institution computer 28 to interact with web server software, executing on server 16, that coordinates communications with the form engine (Col. 3, line 65 – Col. 4, line 2). Consequently, this element is also not disclosed, taught, or suggested by *Hitchcock*.

Claim 1 has been amended herein to clarify what is meant by “control,” in the context of controlling a database application, as it appears the rejection of the Office Action may be based on an incorrect interpretation of control in this context. Specifically, Claim 1 recites the feature of “wherein the second parties control the source code of the database applications that the second parties use to send database commands to the database systems managed by the first parties.” This feature is not disclosed, taught, or suggested by *Hitchcock*.

As at least one element recited in Claim 1 is not disclosed, taught, or suggested by *Hitchcock*, it is respectfully submitted that Claim 1 is patentable over the cited art and is in condition for allowance.

CLAIMS 2-70 ARE PATENTABLE OVER THE CITED ART

Independent Claim 36 recites features that are similar to those discussed above with respect to Claim 1, except that Claim 36 is recited in computer-readable medium format. Consequently, for at least the reasons given above with respect to Claim 1, it is respectfully submitted that Claim 36 is also patentable over the cited art and is in condition for allowance.

Claims 2-35 and 37-70 are dependent claims, each of which depends (directly or indirectly) on one of the claims discussed above. Each of Claims 2-35 and 37-70 is therefore allowable for the reasons given above for the claim on which it depends. In addition, each of Claims 2-35 and 37-70 introduces one or more additional limitations that independently render it patentable. However, due to the fundamental differences already identified, to expedite the

positive resolution of this case a separate discussion of those limitations is not included at this time, although the Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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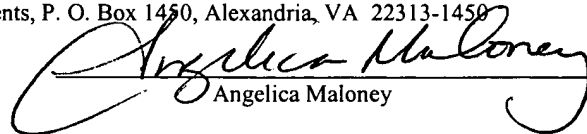
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on July 20, 2005 by


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